

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF TAYLOR

THIS AGREEMENT is entered into 16th August, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF TAYLOR acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State has approved the exchange of \$523,699.00 Highway User Revenue Funds (HURF) in Fiscal Year 2002 to the Town for the construction of improvements to Paper Mill Road, Phases I & 2, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$639,201.00 in Fiscal Year 2002.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25430
Filed with the Secretary of State
Date Filed: 08/16/02

Betty Gayles
Secretary of State

By: Timothy J. Haenevald

II. SCOPE OF WORK

1. The Town will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project construction cost, at the start of construction.

d. Invoice the State for thirty percent of the project cost, at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance. Provide ADOT with a letter documenting the notice of the approval and acceptance of the project.

f. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage after the Town, NACOG, and the State (ADOT) representatives have completed final project review.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the Town HURF funds in accordance with paragraph II, 1c., d., and f. above.

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$639,201.00 for construction.

MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract:

Arizona Department of Transportation
Joint Project Administration
206 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424
lgrandy@dot.state.az.us

Town of Taylor
Town Manager
425 W. Paper Mill Rd.
Taylor, AZ 85939

For Finance/Billings

Arizona Department of Transportation
Contract Accounting
206 S. 17th Avenue – Mail Drop 204B
Phoenix, AZ 85007

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF TAYLOR

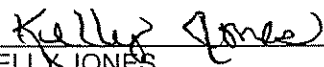
STATE OF ARIZONA

Department of Transportation

By 
FLOYD FUENTES
Mayor

By 
MARY LYNN FISCHER, Director
Transportation Planning

ATTEST

By 
KELLY JONES
Town Clerk


02-050-LGVT-Taylor-HURF
18Jun2002

JPA 02-050

RESOLUTION

BE IT RESOLVED on this 7th day of May, 2002, that I, the undersigned MARY LYNN TISCHER, Director of the Transportation Planning Division, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Town of Taylor, for the purpose of the exchange of \$523,699.00 in Highway User Revenue Funds (HURF) to the Town for the construction of improvements to Paper Mill rd., Phases I and II, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


MARY LYNN TISCHER, Director
Transportation Planning Division

Town of Taylor

RESOLUTION NO. 2002- 07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAYLOR, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND TOWN OF TAYLOR REGARDING THE USE OF THE HURF EXCHANGE PROGRAM FUNDS FOR PAPER MILL ROAD IMPROVEMENTS

WHEREAS, the Taylor Town Council has committed to the improvement of Paper Mill Road from 700 West to the intersection of Paper Mill Road with State Route 77; and,

WHEREAS, THE State has approved the exchange of \$523,699 Highway User Revenue Funds (HURF) in Fiscal year 2002 to the Town for the construction of improvements to Paper Mill Road, Phases 1 & 2, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$639,201 in Fiscal Year 2002; and,

WHEREAS, both the State and the Town have statutory authority to inter into intergovernmental agreements for public purpose.


NOW THEREFORE, BE IT RESOLVED BY THE Town Council of the Town of Taylor, Arizona, as follows:

SECTION 1: The Town Council of the Town of Taylor hereby authorize the Mayor and Town Clerk to execute the Intergovernmental agreement between the Town and state for regarding the use of the HURF Exchange Program Funds.

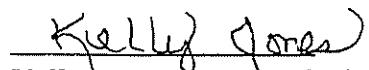
SECTION 2: This resolution will be effective on this date of passage.

PASSED AND ADOPTED this 10th day of July, 2002

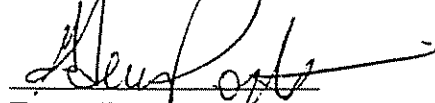
APPROVED


Floyd Fuentes, Mayor

ATTESTED:


Kelly Jones, Town Clerk

APPROVED AS TO FORM:



Terris Porter, Town Attorney

JPA 02-50

APPROVAL OF THE TOWN OF TAYLOR ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF TAYLOR and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10 day of July, 2002



Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-168
Direct: (602) 542-885
Fax: (602) 542-3646
MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0714-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 12, 2002.

Janet Napolitano
Attorney General

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:djd:752718

Enc.